## **Section 285.5010** Schedule E-1

## **Proposed Tariff Sheets**

Utility: Northern Illinois Gas Company d/b/a Nicor Gas Company Test Year: 12 Months Ended 12/31/05

Ill.C.C. No. 16 - Gas
13th Revised Sheet No. 1
(Canceling 12th Revised Sheet No. 1, Effective January 1, 2003)

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Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

III.C.C. No. 16 - Gas Schedule E-1
2nd Revised Sheet No. 2
(Canceling 1st Revised Sheet No.

2, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

Territory To Which This Schedule Is Applicable.

This Schedule exhibits rates of the Northern Illinois Gas Company for supplying gas service. The rates shown herein apply to service rendered within the municipal limits of the Municipalities listed herein and the unincorporated contiguous territory, except that, where the Company is required to pay municipal compensation to a municipality, the Company shall have the right, subject to approval of the Illinois Commerce Commission, to add the amount of such compensation to the charges set forth in this Schedule for gas service within the corporate limits of such municipality.

Municipality	County	Municipality	County
Addison	DuPage	Benson	Woodford
Adeline	Ogle	Berkeley	Cook
Adrian (U)	Hancock	Berwyn	Cook
Afolkey (U)	Stephenson	*Big Rock	Kane
Alden Township (U)	McHenry	Biggsville	Henderson
Algonquin	McHenry	Binghampton (U)	Lee
Alsip	Cook	Bloomingdale	DuPage
Altorf (U)	Kankakee	Bloomington	McLean
Amboy	Lee	Blue Island	Cook
Anchor	McLean	Bolingbrook	Will
Ancona (U)	Ogle/Stephenson	Bonfield	Kankakee
Antioch	Lake	Boulder Hill (U)	Kendall
Argyle (U)	Winnebago	Bourbonnais	Kankakee
Arlington Heights	Cook	Braceville	Grundy
Aroma Park	Kankakee	Bradley	Kankakee
Arrowsmith	McLean	Braidwood	Will
Ashkum	Iroquois	Bridgeview	Cook
Ashton	Lee	Bristol (U)	Kendall
Atlas (U)	Pike	Broadview	Cook
Aurora	Kane	Brookfield	Cook
Baileyville (U)	Ogle/Stephenson	Buckingham	Kankakee
Baker (U)	LaSalle	Buckley	Iroquois
Barrington	Cook/Lake	Buffalo Grove	Cook
Barrington Hills	Cook/Kane/Lake/McH.	Bull Valley	McHenry
Barrington Woods (U)	Cook/Lake	Burbank	Cook
Bartlett	Cook/DuPage	Burlington	Kane
Basco	Hancock	Burnham	Cook
Batavia	Kane	Burnside (U)	Hancock
Beaverville	Iroquois	Burr Ridge	DuPage
Bedford Park	Cook	Burton Bridge (U)	McHenry
Beecher	Will	Byron	Ogle
Belleflower	McLean	Cabery	Ford/Kankakee
Bellwood	Cook	Caledonia Township (U)	Boone
Belvidere	Boone	Calumet City	Cook
Bensenville	DuPage	Calumet Park	Cook

(Continued On Sheet No. 3)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

(U) Unincorporated

2nd Revised Sheet No. 3 (Canceling 1st Revised Sheet No. 3, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

## (Continued From Sheet No. 2)

Municipality	County	<u>Municipality</u>	County
Campus	Livingston	Creston	Ogle
Capron	Boone	Crestwood	Cook
Carbon Hill	Grundy	Crete	Will
Carlock	McLean	Crooked Lake (U)	Lake
Carman (U)	Henderson	Cropsey (U)	McLean
Carol Stream	DuPage	Crystal Lake	McHenry
Carpentersville	Kane	Cullom	Livingston
Carthage	Hancock	Custer Park (U)	Will
Cary	McHenry	Dakota	Stephenson
Cedarville	Stephenson	Dallas City	Hancock
Chadwick	Carroll	Dana	LaSalle
Channahon	Will	Danforth	Iroquois
Channel Lake (U)	Lake	Danvers	McLean
Chatsworth	Livingston	Darien	DuPage
Chebanse	Iroquois/Kankakee	Davis	Stephenson
Chemung Township (U)	McHenry	Davis Junction	Ogle
Chenoa	McLean	Daysville (U)	Ogle
Cherry Valley	Winnebago	Dayton (U)	LaSalle
Chicago (Annexed Areas)	Cook	Deep Lake (U)	Lake
Chicago Heights	Cook	Deer Creek	Tazewell
Chicago Ridge	Cook	Deer Grove	Whiteside
Cicero	Cook	Deer Park	Lake
Cissna Park	Iroquois	Deerfield	Cook
Clarendon Hills	DuPage	DeKalb	DeKalb
Clarksville (U)	McLean	Des Plaines	Cook
Clifton	Iroquois	Dewey (U)	Champaign
Coal City	Grundy	Diamond	Grundy
Coatsburg	Adams	Dixmoor	Cook
Colfax	McLean	Dixon	Lee
Columbus	Adams	Dolton	Cook
Colusa (U)	Hancock	Donovan	Iroquois
Como (Ù)	Whiteside	Downers Grove	DuPage
Compton	Lee	Downers Grove	DuPage
Congerville	Woodford	Township (U)	8
Cooksville	McLean	Downs	McLean
Cornell	Livingston	Durand	Winnebago
Cortland	DeKalb	Dwight	Livingston
Country Club Hills	Cook	Earlville	LaSalle
Countryside	Cook	East Brooklyn	Grundy
Countryside Lake (U)	Lake	East Dubuque	JoDaviess
Crescent City	Iroquois	East Dundee	Kane
Crest Hill	Will		
(U) Unincorporated	(Cont	inued On Sheet No. 4)	

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 4
(Canceling 1st Revised Sheet No. 4, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

(Continued From Sheet No. 3)			
Municipality	County	Municipality	County
East Hannibal (U)	Pike	Frankfort	Will
East Hazel Crest	Cook	Franklin Grove	Lee
Echo Lake (U)	Lake	Franklin Park	Cook
El Dara	Pike	Freeport	Stephenson
El Paso	Woodford	Fremont Township (U)	Lake
*Ela Township (U)	Lake	Galena	Jo Daviess
Elburn	Kane	Galt (U)	Whiteside
Eldena (U)	Jo Daviess	Garden Prairie (U)	Boone
Elgin	Cook/Kane	Gardner	Grundy
Elizabeth	Jo Daviess	Garfield (U)	LaSalle
Elk Grove Village	Cook	Geneseo	Henry
Elliott	Ford	Geneva	Kane
Ellsworth	McLean	Genoa	DeKalb
Elmhurst	DuPage	German Valley	Stephenson
Elmwood Park	Cook	Gibson City	Ford
Elvaston	Hancock	Gifford	Champaign
Elwood	Will	Gilberts	Kane
Emerson (U)	Whiteside	Gillum (U)	McLean
Emington	Livingston	Gilman	Iroquois
Edinigion Eola (U)	DuPage	Gladstone	Henderson
Esmond (U)	DeKalb	Glen Ellyn	DuPage
Essiona (O)	Kankakee	Glendale Heights	Dul age DuPage
Evanston	Cook	Glenview	Cook
Evergreen Park	Cook	Glenwood	Cook
Fairbury	Livingston	Godley	Grundy/Will
•	Adams	Golf	Cook
Fall Creek (U)	DeWitt	Goodfield	Woodford
Farmer City			
Ferris	Hancock	Grand Detour (U)	Ogle
Fisher	Champaign	Grand Ridge	LaSalle
Flanagan	Livingston	Grant Park	Kankakee
Flossmoor	Cook	Grass Lake (U)	Lake
Ford Heights	Cook	Graymont (U)	Livingston
Forest Lake (U)	Lake	Green Garden Township (U)	Will
Forest Park	Cook	Greenwood	McLean
Forest View	Cook	Gridley	McLean
Forrest	Livingston	Gulf Port	Henderson
Forreston	Ogle	Guthrie (U)	Ford
Fowler (U)	Adams	Hainesville	Lake
Fox Lake	Lake	Hamilton	Hancock
Fox Lake Hills (U)	Lake	Hampshire	Kane
Fox River Grove	McHenry	Hanover	Jo Daviess
Fox River Valley Gardens	McHenry	Hanover Park	Cook/DuPage

## (U) Unincorporated

(Continued On Sheet No. 5)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 5
(Canceling 1st Revised Sheet No. 5, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

(Continued From Sheet No. 4)

<u>Municipality</u>	County	Municipality	County
Harding (U)	LaSalle	Justice	Cook
Harmon	Lee	Kaneville (U)	Kane
Harmony (U)	McHenry	Kangley	LaSalle
Harrison (U)	Winnebago	Kankakee	Kankakee
Harvard	McHenry	Kappa	Woodford
Harvey	Cook	Kasbeer (U)	Bureau
Harwood Heights	Cook	Keeneyville (U)	DuPage
Hawthorn Woods	Lake	Kempton	Ford
Hazel Crest	Cook	Kenilworth	Cook
Hebron	McHenry	Kent Township (U)	Stephenson
Herbert (U)	Boone	Kernan (U)	LaSalle
Herscher	Kankakee	Kildeer	Lake
Hickory Hills	Cook	Kinderhook	Pike
Highland Lake (U)	DuPage	Kings (U)	Ogle
Hillcrest	Ogle	Kingston	DeKalb
Hillside	Cook	Kinsman	Grundy
Hinckley	DeKalb	Kirkland	DeKalb
Hinsdale	Cook/DuPage	LaFox (U)	Kane
Hodgkins	Cook	LaGrange	Cook
Hoffman Estates	Cook	LaGrange Highlands (U)	Cook
Holbrook (U)	Cook	LaGrange Park	Cook
Holcomb (U)	Ogle	LaHarpe	Hancock
Holiday Hills	McHenry	Lake Barrington	Lake
HomerGlen	Will	Lake Bloomington (U)	Lake
Homer Township (U)	Will	Lake in the Hills	McHenry
Hometown	Cook	Lake Killarney (U)	McHenry
Homewood	Cook	Lake Villa	Lake
Hooppole	Henry	Lake Zurich	Lake
Hudson	McLean	Lakemoor	McHenry
Hull	Pike	Lakewood	McHenry
Huntley	McHenry	Lanark	Carroll
Indian Head Park	Cook	Lansing	Cook
Ingleside (U)	Lake	Lawrence (U)	McHenry
Inverness	Cook	Leaf River	Ogle
Iroquois	Iroquois	Lee	DeKalb/Lee
Irwin	Kankakee	Lee Center (U)	Lee
Island Lake	Lake/McHenry	Leeds (U)	LaSalle
Itasca	DuPage	Leland	LaSalle
Ivanhoe (U)	Cook/Lake/Will	Lemont	Cook
Johnsburg	McHenry	Lena	Stephenson
Joliet	Will	Leonore	LaSalle
Joliet Township (U)	Will	LeRoy	McLean
*Jov	Mercer	Dokoj	MoDodii

(U) Unincorporated

(Continued On Sheet No. 6)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by as asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 6
(Canceling 1st Revised Sheet No. 6, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

		ed From Sheet No. 5)	
<u>Municipality</u>	County	Municipality	County
Lexington	McLean	Mazon	Grundy
Liberty	Adams	McCook	Cook
Lightsville (U)	Ogle	McCullom Lake	McHenry
Lilly (U)	Tazewell	McHenry	McHenry
Lilymoor (U)	McHenry	McHenry Shores (U)	McHenry
Lily Lake	Kane	Meadows (U)	McLean
Lima	Adams	Media	Henderson
Lincolnwood	Cook	Medinah (U)	DuPage
indenhurst	Lake	Melrose Park	Cook
Lindenwood (U)	Ogle	Melvin	Ford
isbon	Kendall	Mendon	Adams
isle	DuPage	Mendota	LaSalle
ockport	Will	Merrionette Park	Cook
ockport Township (U)	Will	Meyer (U)	Adams/Kankakee
Loda	Iroquois	Midlothian	Cook
_omax	Henderson	Milford	Iroquois
ombard	DuPage	*Millbrook	Kendall
ong Grove	Lake	Milledgeville	Carroll
ong Lake (U)	Lake	Millington	Kendall
ong Point	Livingston	Minonk	Woodford
oraine	Adams	Minooka	Grundy
otus (U)	Champaign	Mokena	Will
Loves Park	Winnebago	Momence	Kankakee
Ludlow	Champaign	Monee	Will
yndon	Whiteside	*Monroe Center	Ogle
ynwood	Cook	Montgomery	Kane
yons	Cook	*Mooseheart (U)	Kane
Aachesney Park	Winnebago	Morris	Grundy
/lackinaw	Tazewell	Morrison	Whiteside
Malta	DeKalb	Morton Grove	Cook
Manhattan	Will	Mount. Carroll	Carroll
Manteno	Kankakee	Mt. Morris	Ogle
Manville (U)	Livingston	Mount Prospect	Cook
Maple Park	Kane	Mundelein	Lake
Marcelline (U)	Adams	Nachusa (U)	Lee
Marengo	McHenry	Naperville	DuPage
Markham	Cook	Naplate	LaSalle
Marley (U)	Edgar	Nauvoo	Hancock
Marseilles	LaSalle	Nelson	Lee
Martinton	Iroquois	New Bedford	Bureau
Matteson	Cook	New Canton	Pike
Maywood	Cook	New Hartford (U)	Pike
		New Lenox	Will

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 7

(Canceling 1st Revised Sheet No.

7, Effective April 11, 1996)

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## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

(Continued From Sheet No. 6)

Municipality	County	Municipality	County
New Milford	Winnebago	Paw Paw	Lee
Newark	Kendall	Paxton	Ford
Niles	Cook	Payson	Adams
Niota (U)	Cook	Pearl City	Stephenson
Normal	McLean	Pecatonica	Winnebago
Normandy (U)	Bureau	Penfield (U)	Champaign
Norridge	Cook	Peotone	Will
North Aurora	Kane	Phoenix	Cook
North Barrington	Lake	Pike (U)	Pike
North Riverside	Cook	Pingree Grove	Kane
Northbrook	Cook	Piper City	Ford
Northfield	Cook	Pistakee Bay (U)	McHenry
Northlake	Cook	Pistakee Highlands (U)	McHenry
Norway (U)	LaSalle	*Pittsfield	Pike
*Norwood Park Township (U)	Cook	*Plainfield	Will
Oak Brook	Cook/DuPage	Plainfield Township (U)	Will
Oak Forest	Cook	Plainville	Adams
Oak Lawn	Cook	Plano	Kendall
Oak Park	Cook	Plato Center (U)	Kane
Oakbrook Terrace	DuPage	Plattville (U)	Kendall
Oakwood Hills	McHenry	Polo	Ogle
Odell	Livingston	Pontiac	Livingston
Ohio	Bureau	Pontoosuc	Hancock
Olympia Fields	Cook	Poplar Grove	Boone
Onarga	Iroquois	Posen	Cook
Oquawka	Henderson	Potomac	Vermillion
Orangeville	Stephenson	Prairie Grove	McHenry
Oregon	Ogle	Prairie View (U)	Lake
Orland Hills	Cook	Prairieville (U)	Lee
Orland Park	Cook	Princeton	Bureau
Oswego	Kendall	Prophetstown	Whiteside
Ottawa	LaSalle	Prospect Heights	Cook
Palatine	Cook	Proviso Township (U)	Cook
Palatine Township (U)	Cook	Randolph Township (U)	McLean
Paloma (U)	Adams	Rankin	Vermillion
Palos Heights	Cook	Ransom	LaSalle
Palos Hills	Cook	Rantoul	Champaign
Palos Park	Cook	Raritan	Henderson
Papineau	Iroquois	Reddick	Kankakee/Livingston
Park Forest	Cook/Will	Resthaven (U)	Will
Park Ridge	Cook	Richmond	McHenry
		Richton Park	Cook
		Ridgefield (U)	McHenry

(U) Unincorporated

(Continued On Sheet No. 8)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

2nd Revised Sheet No. 8 (Canceling 1st Revised Sheet No. 8, Effective April 11, 1996)

Ill.C.C. No. 16 - Gas

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

(Continued From Sheet No. 7)			
Municipality	County	Municipality	County
Ridgeville (U)	Iroquois	Shannon	Carroll
Ridott	Stephenson	Sheldon	Iroquois
*Ringwood (U)	McHenry	Shepherd (U)	Pike
Ritchie (U)	Iroquois	Sheridan	LaSalle
River Forest	Cook	Shirland (U)	Winnebago
River Grove	Cook	Shirley (U)	McLean
Riverdale	Cook	Shorewood	Will
Riverside	Cook	Sibley	Ford
Robbins	Cook	Skokie	Cook
Rochelle	Ogle	Sleepy Hollow	Kane
Rock City	Stephenson	Solon Mills (U)	McHenry
Rock Falls	Whiteside	Somonauk	De Kalb
Rockdale	Will	South Barrington	Cook
Rockford	Winnebago	South Chicago Heights	Cook
Rockport (U)	Pike	South Elgin	Kane
Rolling Meadows	Cook	South Holland	Cook
Romeoville	Will	South Wilmington	Grundy
Roscoe	Winnebago	Spring Grove	McHenry
Roselle	DuPage	Stavanger (U)	LaSalle
Rosemont	Cook	Steger	Cook/Will
Round Grove (U)	Whiteside	Sterling	Whiteside
Round Lake	Lake	Steward	Lee
Round Lake Beach	Lake	Stickney	Cook
Round Lake Heights	Lake	<u> </u>	Cook
Round Lake Park	Lake	*Stickney Township (U) Stillman Valley	
Rowe (U)	Livingston	Stockton	Ogle Jo Daviess
Sag (U)	Cook	Stockton Stone Park	Cook
St. Anne	Kankakee	Stone Falk Strawn	
St. Charles	Kane	Streamwood	Livingston Cook
St. George (U)	Kankakee	Streator	
Sandwich	De Kalb		LaSalle/Livingston
Sauk Village	Cook	Stronghurst Sublette	Henderson
Saunemin			Lee
Savbrook	Livingston McLean	Sugar Grove	Kane Cook
Schaumburg	Cook	*Summerhill (U) Summit	Cook
Schiller Park	Cook	Sun River Terrace	Kankakee
Secor	Woodford		
Seehorn (U)	Pike	Sutter (U)	Hancock
Seneca	LaSalle	Sycamore Sylven Lake (LI)	De Kalb
	LaSalle LaSalle	Sylvan Lake (U)	Lake Whiteside
Serena (U) <sup>‡</sup> Seward (U)	LaSane Kendall	Tampico	
` '		Terre Haute (U)	Henderson
Seward Township (U)	Kendall	Thawville	Iroquois
Shabbona	De Kalb	Thomasboro	Champaign

(U) Unincorporated

(Continued On Sheet No. 9)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

Schedule E-1 Page 9 of 74

2nd Revised Sheet No. 9 (Canceling 1st Revised Sheet No. 9, Effective April 11, 1996)

## Municipalities And The Unincorporated Contiguous Territory To Which This Schedule Is Applicable

(Continued From Sheet No. 8)

Municipality	County	<u>Municipality</u>	County
Thornton	Cook	Westmont	DuPage
Timber Lake (U)	Lake	Weston (U)	McLean
Tinley Park	Cook	Wheatland Township (U)	Bureau/Clinton/Will
Tioga (U)	Hancock	Wheaton	DuPage
Tiskilwa	Bureau	Wheeling	Cook
Towanda	McLean	White Rock (U)	Lee/Ogle
Tower Lakes	Lake	Willow Springs	Cook
Triumph (U)	LaSalle	Willowbrook	DuPage
*Trout Valley	McHenry	Wilmette	Cook
Troy Grove	LaSalle	Wilmington	Will
Troy Township (U)	Will	Winfield	DuPage
Union	McHenry	Winnebago	Winnebago
Union Hill	Kankakee	Winnetka	Cook
Union Grove (U)	Whiteside	Wonder Lake	McHenry
Unionville (U)	Vermillion/Whiteside	Woodbine (U)	Jo Daviess
University Park	Cook/Will	Wood Dale	DuPage
Ursa	Adams	Woodland	Iroquois
Valley View (U)	Kane	*Woodland (U)	Livingston
Van Orin (U)	Bureau	Woodridge	DuPage
Venetian Village (U)	Lake	Woodstock	McHenry
Verona	Grundy	Woosung (U)	Ogle
Villa Park	Cook/DuPage	Worth	Cook
*Virgil	Kane	Yorkville	Kendal
*Volo	Lake		
Walnut	Bureau		
Walton (U)	Lee		
Warren	Jo Daviess		
Warrenville	DuPage		
Warsaw	Hancock		
Wasco (U)	Kane		
Waterman	De Kalb		
Watseka	Iroquois		
Wauconda	Lake		
Waukegan	Lake		
Wayne	DuPage		
Wayne Center (U)	DuPage		
Wedron (U)	LaSalle		
West Brooklyn	Lee		
West Chicago	DuPage		
West Dundee	Kane		
West Point	Hancock		
Westchester	Cook		
Western Springs	Cook		

## (U) Unincorporated

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 10
(Canceling 1st Revised Sheet No. 10, Effective April 11, 1996)

## Rate 1 Residential Service

### Availability.

This rate is available to any single-family residential Customer using the Company's gas service primarily for residential purposes.

## \* Charges shall be the sum of (a), (b) and (c).

(a) Monthly Customer Charge \$8.40 per month.

(b)	Distribution Charge	Distribution Charge	In The Mo	
	(Effective as of December 19, 2004)	(Effective as of January 1, 2007)		
	16.12¢ per therm	15.63¢ per therm	for the first	20
	7.17¢ per therm	6.68¢ per therm	for the next	30
	5.19¢ per therm	5.19¢ per therm	for all over	50

## (c) Gas Supply Cost

The Gas Cost (GC) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

#### Term of Service.

The Customer's term of service shall commence when the Company begins to supply service hereunder. Customer shall provide at least 10 days notice to discontinue service.

### Combination Residence and Business.

Gas will be supplied hereunder for the entire requirements of a combined residence and business, if the preponderant requirement is for residential purposes.

### General.

The Schedule of which this rate is part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Ill.C.C. No. 16 - Gas

Schedule E-1 Page 11 of 74

2nd Revised Sheet No. 11 (Canceling 1st Revised Sheet No. 11, Effective April 11, 1996)

## Rate 4 General Service

## Availability.

This rate is available to any Customer using the Company's gas service for general purposes.

## \* Charges shall be the sum of (a), (b) and (c).

## (a) Monthly Customer Charge

The Monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	Meter Class
\$ 15.50 per month	A. (less than 1,000 cfh)
\$ 50.00 per month	B. (1,000-10,000 cfh)
\$100.00 per month	C. (greater than 10,000 cfh)

(b)	Distribution Charge (Effective as of December 19, 2004)	Distribution Charge (Effective as of January 1, 2007)	Therms Supplied in the Month
	14.74¢ per therm	14.48¢ per therm	for the first 150
	8.26¢ per therm	7.99¢ per therm	for the next 4,850
	4.82¢ per therm	4.82¢ per therm	for all over 5,000

## (c) Gas Supply Cost

The Gas Cost (GC) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

#### Term of Contract.

The initial term of contract hereunder shall be one year, except that the Customer may convert to Rate 6 or Rate 7 at any time.

The initial term shall commence when the Company begins to supply gas hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Monthly Customer Charge for the unexpired portion of the initial term of contract.

## General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 12
(Canceling 1st Revised Sheet No. 12, Effective April 11, 1996)

## Rate 6 Large General Service

## Availability.

This rate is available to any Customer using the Company's gas service for general purposes.

- \* Charges shall be the sum of (a), (b) and (c).
  - (a) Monthly Customer Charge \$200.00 per month.
  - (b) <u>Distribution Charge</u>

Prior to January 1, 2007 the charge shall be 2.98¢ per therm for all therms supplied to the Customer in the month. Effective as of January 1, 2007 the charge shall be 2.80¢ per therm.

(c) Gas Supply Cost

The Gas Supply Cost charge shall be the sum of: (1) 0.53 times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

### \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$3,500 plus the Gas Supply Cost as defined herein.

#### Contract.

The initial term of contract hereunder shall be one year.

The initial term shall commence when the Company begins to supply gas hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charge for the unexpired portion of the initial term of contract.

The contract will specify the Maximum Daily Contract Quantity. Usage on any gas day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use, except that, supply conditions permitting in the sole judgment of the Company, the Customer may elect to establish a new Maximum Daily Contract Quantity, effective with the billing period in which such excess occurs in lieu of payment of these charges. Such Maximum Daily Contract Quantity shall be effective for a one-year period, unless exceeded during the period. For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Rider 6 Gas Cost (GC).

#### General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

2nd Revised Sheet No. 13 (Canceling 1st Revised Sheet No. 13, Effective April 11, 1996)

Ill.C.C. No. 16 - Gas

## Rate 7 Large Volume Service

### Availability.

This rate is available to any Customer using the Company's gas service.

## \* Charges shall be the sum of (a), (b), (c) and (d).

(a) Monthly Customer Charge \$275.00 per month.

	•		Therms of Peak Billing
(b)	Demand Charge	Demand Charge	Demand for the Month
• /	(Effective as of December 19, 2004)	(Effective as of January 1, 2004)	
	70.07¢ per therm	55.46¢ per therm	for the first 10,000
	13.96¢ per therm	13.96¢ per therm	for all over 10,000

(c) Commodity Charge

0.48¢ for all therms supplied to the Customer in the month.

(d) Gas Supply Cost

The Gas Supply Cost charge shall be the sum of: (1) 0.53 times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

## \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$8,000 plus the Gas Supply Cost as defined herein.

#### **Excess Facilities Charge.**

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

#### **Demand Provisions.**

The Peak Billing Demand in any billing period shall be the highest gas day demand established on any day within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

## Contract.

The initial term of contract hereunder shall be one year.

(Continued On Sheet No. 14)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 – Gas

2nd Revised Sheet No. 15

(Canceling 1<sup>st</sup> Revised Sheet No. 15,
Effective April 11, 1996)

## Rate 10 Compressed Natural Gas

\*CANCELED

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2nd Revised Sheet No. 16
(Canceling 1<sup>st</sup> Revised Sheet No. 16,
Effective April 11, 1996)

Rate 11 Energy Service

\*CANCELED

Ill.C.C. No. 16 - Gas

1st Revised Sheet No. 17.51
(Canceling Original Sheet No. (17.51, Effective July 20, 1998)

## Rate 21 Intrastate Transportation and Storage Services

### Availability.

This rate is available to any Shipper that meets applicable eligibility requirements.

#### \* Definition of Service.

Under this rate, any Shipper (as defined below) who enters into a contract with the Company hereunder may transport gas from an interconnection between an interstate natural gas pipeline or local gas distribution company and the Company for redelivery to another (a) local gas distribution company with an interconnection with the Company, (b) storage or (c) a Transfer Point. With this service, a Shipper may also schedule deliveries from storage to a transportation Customer's Storage Banking Service or a Delivery Point.

All gas transported under this rate must be consumed within the State of Illinois without returning to interstate commerce.

#### \* Nature of Service.

Subject to Company's determination that it has available capacity, Company will offer intrastate services, in limited volumes, consisting of (a) firm transportation service, (b) priority interruptible transportation service, (c) interruptible transportation service, (e) firm storage service, (f) priority interruptible storage service and (g) interruptible storage service to eligible Shippers on a non-discriminatory basis. Except for firm services provided hereunder, service hereunder shall be interruptible in nature and subordinate to any and all firm services supplied by Company's intrastate natural gas distribution utility operations, including the management of Company's system and the use of storage to support its firm sales and transportation services. Except for those amounts of firm storage or firm transportation service which Company may designate from time to time as described below, the Company is not holding itself out to provide any firm service hereunder. Priority interruptible transportation service will be scheduled before, and curtailed after, interruptible transportation service. Priority interruptible storage service will be scheduled before, and curtailed after, interruptible storage service.

To the extent to Company is able to schedule some but not all of the nominated volumes under priority interruptible service, service will be scheduled pro rata on the basis of quantities used for prepayment. To the extent that the company is able to schedule some but not all of the nominated volumes under interruptible service, service will be scheduled on the basis of the charge the shipper has agreed to pay in the order of the highest to the lowest charge.

From time to time, Company may determine that it has the ability to offer defined amounts of firm service, (specified as levels of Deliverability, Firm Injection Rights and Capacity in the case of a storage service and Capacity in the case of a transportation service) for defined periods of time, without impairing the Company's ability to provide all firm services in connection with its intrastate natural gas distribution utility operations, including the management of Company's system and the use of storage to support its intrastate firm sales, storage and transportation services. Company shall not offer such firm service, or renew any such service upon the expiration of any primary contract term, unless Company determines that such offering of service or continuation of service will not impair Company's ability to maintain adequate firm services for its intrastate public utility operations and for any existing interstate or interstate firm services.

(Continued On Sheet No. 17.51.1)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas Original Sheet No. 17.51.1

## Rate 21 Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.51)

\* All storage service hereunder shall require corresponding transportation service to effectuate the movement of storage volumes from any Shipper's storage service account. Gas shall be deemed to have been stored when the Company's recorded transportation receipts from any Shipper exceed the recorded deliveries to that Shipper, if any, on the same day. Gas shall be deemed to have been withdrawn from storage when Company's recorded transportation deliveries to any Shipper exceed the recorded receipts from that Shipper on any day.

## \* Interruptions of Service.

The Company shall not provide interruptible service under this rate schedule to the extent that interruptions may occur on any day which the Company has declared a Critical Day, as defined in the Company's Terms and Conditions. Interruptible services may also be interrupted if such service would prevent the Company from meeting all of its firm service obligations as a local gas distribution utility and under this tariff, including the Company's system management needs, such as the use of storage. Within the Company's best operating judgment and discretion, in the event that service has already commenced and the Company learns that continued furnishing of service may prevent the Company from meeting all of its firm service obligations as a local gas distribution utility, then the Company may, at its sole discretion and upon giving appropriate notice to Shipper(s), interrupt the continuation of any or all of the interruptible services hereunder. For the purposes hereof, any interruption of service shall mean the cancellation or cessation of any scheduled daily gas transportation receipt or delivery, or the Company's ordered withdrawal or, in the case of a storage loan, injection of Shipper's gas from storage, until further notice; provided, however, if any such interruption by the Company results in an unscheduled storage of gas on any day for Shipper(s), then the Company shall retain such gas until service can be resumed as originally scheduled, and the Company shall waive any additional charges otherwise incurred solely because of such interruption. The Company reserves the right to refuse any nominations after notification of interruption.

To reflect the higher scheduling priority of priority interruptible service over other interruptible services, Shipper shall be subject to the prepayment charges set forth herein; provided, if Company is unable to provide service on a given day, Shipper shall be not required to pay such prepayments with respect to any service Company is not able to provide. In all other respects, priority interruptible storage service shall be subject to the same requirements as interruptible services.

## Eligibility.

Any Shipper is eligible for the services offered hereunder upon meeting all the terms and conditions specified herein and upon the execution of a valid and approved contract.

(Continued On Sheet No. 17.52)

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.52
(Canceling Original Sheet No. 17.52, Effective July 20, 1998)

## Rate 21 Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.51.1)

#### \* Definitions.

"Shipper" shall refer to any eligible party electing and subsequently having the necessary authorization of the Company to use any of the services offered hereunder.

"Transporter" shall refer to the local gas distribution company or interstate natural gas pipeline delivering gas on behalf of the Shipper to the Company.

"Storage Service" shall refer to Company's retention of Customer's gas for a defined period. Storage Service may either be provided where gas is delivered to Company by the Shipper for subsequent redelivery to the Shipper; or where gas is delivered by Company to Shipper for subsequent redelivery to Company, such as in the case of a loan.

"Transfer Point" shall refer to the point of delivery within the Company's service territory at which title transfers to another Party.

"Receipt Point" shall refer to: (1) the point of interconnection between the Company and Transporter, where the Company receives gas supplies; or (2) storage.

"Delivery Point" shall refer to (1) storage; (2) the point of redelivery by the Company to another local gas distribution company; or (3) the Transfer Point.

"MDCQ" shall refer to the Maximum Daily Contract Quantity, in therms, the Shipper may transport each day under this rate, subject to the prior approval of the Company.

"Unaccounted-For Gas" shall refer to the quantity of Shipper's gas retained by the Company at the time of delivery to the Delivery Point, if the Delivery Point is the storage account of a transportation Customer of the Company. Unaccounted-For Gas shall equal the therms scheduled at the Receipt Point less the Unaccounted-For Gas Adjustment, as defined in the Company's Terms and Conditions.

## \* Valid Requests.

A request for service under this rate shall be valid if it specifies: (1) the Shipper's name; (2) whether the Shipper is eligible to be a transportation Customer of the Company or a local gas distribution company with a physical interconnection to the Company's system, or of a broker/marketer serving transportation Customers; (3) the proposed MDCQ; and (4) that after delivery to the Company the gas will only be transported by another local gas distribution company and ultimately be consumed within the State of Illinois without returning to interstate commerce.

(Continued On Sheet No. 17.53)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.53
(Canceling Original Sheet No. 17.53, Effective July 20, 1998)

## Rate 21 Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.52)

A request for service shall not be valid and the Company shall not be obligated to accept such request for service if: (1) the Company determines, based on its credit analysis, that the Shipper does not possess sufficient financial stability to make it reasonably likely that the service provided under this Rate 21 will be paid for in a timely manner; (2) the service requested would not comply with this rate; or (3) the service is requested at less than the applicable maximum rate, unless agreed to by the Company.

When the Company accepts a Shipper's request for service under this rate, it shall tender a Hub Transaction Request and Agreement Form, which shall be deemed accepted by the Shipper (i) upon the Shipper's execution of such Hub Transaction Request and Agreement Form, or (ii) if Shipper does not object, in writing, to the tendered Hub Transaction Request and Agreement Form within two (2) business days of the date of receipt.

## \* Charges.

The Company shall not be obligated to provide service under this tariff at less than the maximum rate. The Company may discount its maximum charges to a lower amount on a non-discriminatory basis. The charges assessed shall not exceed the lesser of the maximum amounts stated below or the amount the Company is charging an affiliated interest for comparable service.

	Maximum	Minimum
Interruptible Transportation Service:	Per Therm	Per Therm
Commodity Charge	0.762¢	0.0¢
Priority Interruptible Transportation Service	<u>e</u> :	
Monthly Prepayment Charge	11.587¢	0.0¢
Commodity Charge	0.381¢	0.0¢
Firm Transportation Service:		
Monthly Reservation Charge	23.175¢	0.0¢
Commodity Charge	0.000¢	0.0¢
Interruptible Storage Service:		
Daily Commodity Charge	1.146¢	0.0¢
Priority Interruptible Storage Service:		
Monthly Prepayment Charge	17.428¢	0.0¢
Daily Commodity Charge	0.573¢	0.0¢
Firm Storage Service:		
Monthly Deliverability Charge	17.428¢	0.0¢
Monthly Capacity Charge	0.255¢	0.0¢

For the avoidance of doubt, Transportation Charges shall be applicable on gas scheduled to any Delivery Point and for gas scheduled for injection into storage and gas scheduled for withdrawal from storage.

(Continued On Sheet No. 17.54)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 17.54 (Canceling Original Sheet No. 17.54, Effective July 20, 1998)

## Rate 21 Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.53)

\* The maximum Transportation Charge or Storage Charge, as applicable, shall not exceed the lesser of (i) the maximum rate listed above or (ii) the amount per therm the Company charges an affiliated interest (as defined in Section 7 101(2) of the Public Utilities Act) for comparable services.

## Monthly Billing.

The Company shall determine, as soon as practicable after the end of each month, a bill based on the charges as provided herein. Customer shall pay such bill within 14 days after the postmark date. A late payment charge, as provided in the Company's Terms and Conditions, shall be charged on any past due balance of the Customer's account.

### \* Contract.

The initial term shall commence when the Company begins to supply service hereunder. Contracts may be renewed for a period mutually agreed to by the Shipper and the Company, for a period of up to one year. The contract will specify the MDCQ in therms, the Transportation Charge per therm, the Storage Charge per therm, and an affidavit from the Shipper that all gas transported under this rate will be consumed within the State of Illinois without returning to interstate commerce.

### \* Scheduling.

The Company shall decline to schedule service if the Shipper's nomination is not confirmed by both the Transporter and the Receipt Point operator, if other than the Company.

All nominations for service under this rate shall be made in accordance with the procedures set forth in the Company's Terms and Conditions.

All nominations for service under this rate shall specify both a Receipt Point and a Delivery Point. If a nomination designates the Transfer Point as the Delivery Point, the nomination must specify the transportation identification number of the Company transportation Customer or other Shipper that gas is to be assigned to by the Company.

If timely nominations for service under this rate exceed available capacity, then the Company shall allocate the capacity available to provide this service as set forth in the Nature of Service to Shippers.

(Continued On Sheet No. 17.55)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 17.55 (Canceling Original Sheet No. 17.55, Effective July 20, 1998)

## Rate 21 \*Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.54)

#### \* Imbalances.

The Company and any local gas distribution company with a physical interconnect shall resolve operational imbalances in a mutually agreeable manner.

The maximum Transportation Charges or Storage Charges, as applicable, shall be applied to resolve Shipper imbalances, unless the Company and Shipper mutually agree to another manner of resolution

#### Conditions of Service.

The Shipper shall arrange with the Transporter, the Receipt Point operator if other than the Company, and the Shipper's broker/marketer, if applicable, to provide the Company with the daily data for all Shipper-owned gas delivered to the Delivery Point.

Any measurement required to determine deliveries to the Company of Shipper-owned gas at each Receipt Point shall be done by the Transporter in accordance with the terms of the Transporter's currently effective tariff, on file with either the Federal Energy Regulatory Commission or the Illinois Commerce Commission, as applicable, and metering practices applicable to deliveries to the Company.

The Shipper shall hold title to the gas delivered under this rate at all times. The Company shall be deemed to be in control and possession of the gas deliverable to the Shipper after its receipt by the Company at the Receipt Point until its delivery to the Shipper at the final Delivery Point. The Shipper shall be deemed to be in control and possession of such gas at all times at and prior to receipt at the Receipt Point, and at and after delivery to the final Delivery Point.

In no event shall the Company be required to take any action, engage in any activity or provide any service that would cause the Company to become subject to the jurisdiction of the Federal Energy Regulatory Commission or to lose its exemption from Federal Energy Regulatory Commission jurisdiction pursuant to Section 1(b) or 1(c) of the Natural Gas Act (15 U.S.C. 717 (b), 717 (c)).

#### General.

The Schedule of which this rate is a part includes certain Terms and Conditions and Rates and Riders. Service hereunder is subject to these Terms and Conditions and the Rates and Riders which may be applicable.

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 18
(Canceling 3<sup>nd</sup> Revised Sheet No. 18, Effective October 3, 2001)

## Rate 74 General Transportation Service

## Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

### \* Charges shall be the sum of (a) through (l).

(a) Administrative Charge

\$25.00 per month for an individual account. Group accounts will be charged \$7.00 per month per account with a minimum group charge of \$32.00.

(b) Recording Device Charge

\$5.00 per month per each account with a diaphragm meter; or \$12.00 per month for each account for all other meter types.

(Continued On Sheet No. 19)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 19
(Canceling 1st Revised Sheet No. 19, Effective April 11, 1996)

## Rate 74 General Transportation Service

(Continued From Sheet No. 18)

### \* (c) Monthly Customer Charge

The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	Meter Class
\$ 15.50 per month	A. (less than 1,000 cfh)
\$ 50.00 per month	B. (1,000-10,000 cfh)
\$100.00 per month	C. (greater than 10,000 cfh)

				Therms Supplied
*	(d)	Distribution Charge	Distribution Charge	in the Month
	` ,	(Effective as of December 19, 2004)	(Effective as of January 1, 2007)	
		13.14¢ per therm	12.88¢ per therm	for the first 150
		6.66¢ per therm	6.39¢ per therm	for the next 4,850
		3.49¢ per therm	3.49¢ per therm	for all over 5,000

## \* (e) Storage Banking Service (SBS) Charge

0.38¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

#### (f) Firm Backup Service (FBS) Charge

The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

### (g) Excess Storage Charge

10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

(Continued On Sheet No. 20)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 21
(Canceling 3rd Revised Sheet No. 21, Effective October 3, 2001)

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## Rate 74 General Transportation Service

(Continued From Sheet No. 20)

\* On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.021 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

#### Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Monthly Customer, Recording Device, and Administrative Charges for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

## \* General.

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 22
(Canceling 3rd Revised Sheet

No. 22, Effective October 3.

2001)

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## Rate 76 Large General Transportation Service

#### Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving sales and transportation Customers gas without impairment of anticipated deliveries of any gas supplies; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

- \* Charges shall be the sum of (a) through (k).
  - (a) <u>Customer Charge</u> \$225.00 per month.
  - (b) Distribution Charge

Prior to January 1, 2007 the charge shall be 2.22¢ per therm for all therms delivered to the Customer during the billing period. Effective as of January 1, 2007 the charge shall be 2.04¢ per therm.

(c) Storage Banking Service (SBS) Charge
 0.38¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

(Continued On Sheet No. 23)

Ill.C.C. No. 16 - Gas

4th Revised Sheet No. 24
(Canceling 3rd Revised Sheet
No. 24, Effective October 3, 2001)

## Rate 76 Large General Transportation Service

(Continued From Sheet No. 23)

high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

## \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$2,600 plus charges (c) through (k).

### \* Storage.

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.021 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

#### Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the un-expired portion of

(Continued on Sheet No. 24.5)

Ill.C.C. No. 16 - Gas Page 2 1st Revised Sheet No. 24.5 (Canceling Original Sheet No. 24.5, Effective October 3, 2001)

## Rate 76 Large General Transportation Service

(Continued From Sheet No. 24)

the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

#### \* General.

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 25
(Canceling 3rd Revised Sheet No. 25, Effective October 3,

2001)

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## Rate 77 Large Volume Transportation Service

## Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

### \* Charges shall be the sum of (a) through (k).

(a) <u>Customer Charge</u> \$300.00 per month.

(b) Demand Charge (Effective as of December 19, 2004) (Effective as of January 1, 2007) (Effective as of December 19, 2004) (Effective as of January 1, 2007) (Effective as of January 1, 2007) (For the first 10,000) (For all over 10,000)

(c) Commodity Charge
0.48¢ for all therms delivered to the Customer during the billing period.

(Continued On Sheet No. 26)

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 26
(Canceling 2nd Revised Sheet No. 26, Effective August 15, 1997)

## Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 26)

## (j) Transition Surcharge

The Transition Surcharge (TS) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

## (k) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

### \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$8,000 plus (d) through (k).

## \* Storage.

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.021 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

(Continued On Sheet No. 28)

Ill.C.C. No. 16 - Gas

3<sup>rd</sup> Revised Sheet No. 27

(Canceling 2nd Revised Sheet No. 27, Effective October 3, 2001)

## Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 26)

## (j) Transition Surcharge

The Transition Surcharge (TS) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

## (k) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

### \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$8,000 plus (d) through (k).

#### \* Storage.

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's SWF times 0.021 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

(Continued On Sheet No. 28)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 28
(Canceling 3rd Revised Sheet No. 28, Effective October 3, 2001)

## Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 27)

## **Excess Facilities Charge.**

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

#### Demand Provisions.

The Peak Billing Demand in any billing period shall be the highest gas day demand established on days within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

#### Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

### \* General.

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

III.C.C. No. 16 – Gas Page 32
3rd Revised Sheet No. 29
(Canceling 2nd Revised Sheet No. 29,
Effective April 10, 1998)

## Rate 81 Energy Transportation Service

## \*CANCELED

(Continued On Sheet No. 30)

Ill.C.C. No. 16 – Gas

3rd Revised Sheet No. 30
(Canceling 2nd Revised Sheet No. 30,
Effective October 3, 2001)

## Rate 81 Energy Transportation Service

(Continued From Sheet No. 29)

## \*CANCELED

(Continued On Sheet No. 31)

Ill.C.C. No. 16 – Gas

4th Revised Sheet No. 31
(Canceling 3rd Revised Sheet No. 31, Effective October 3, 2001)

## Rate 81 Energy Transportation Service

(Continued From Sheet No. 30)

## \*CANCELED

(Continued On Sheet No. 32)

Ill.C.C. No. 16 – Gas
4th Revised Sheet No. 32
(Canceling 3rd Revised Sheet No. 32,
Effective October 3, 2001)

## Rate 81 Energy Transportation Service

(Continued from Sheet No. 31)

\*CANCELED

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 33
(Canceling 2nd Revised Sheet No. 33, Effective May 31, 1997)

## **Terms and Conditions**

## GENERAL:

### \* Definition of Customer.

Customer shall mean a person or persons, in a single family occupancy, receiving service under a Residential Service rate from the Company or a single entity receiving service on a single premises under a non-residential service rate, subject to the "Redistribution of Gas" provision. Agents, Suppliers, Brokers or Marketers of natural gas services who have an authorized agency agreement with a Customer and is acting as that Customer's agent shall also be treated as a Customer except with respect to credit and collection activity and disconnection of service.

### How the Company's Service Can be Obtained.

Subject to the conditions of service stated in this Schedule, any prospective Customer can obtain gas service by first making application, or by signing a contract in certain cases, for the particular class of service desired. Credit of an applicant can be established in accordance with 83 Illinois Administrative Code Part 280 of the Illinois Commerce Commission. Except as otherwise stated in this Schedule, applicants for service shall, at their own expense, equip their premises with such piping and other equipment as may be necessary for the utilization of the Company's gas.

## Service to Which Rates Apply.

The rates specified in this Schedule apply only to the use of gas of such form as is regularly furnished by the Company in the locality in which the premise to be served is situated, and apply only to the usual and regular supplying of gas.

### Selection of Rate.

The Company's rates as legally in effect are on file with the Illinois Commerce Commission and available for public inspection at any business office of the Company.

The Company will assist any Customer to determine the charges, conditions or use of service under any applicable rate. Where more than one rate is available for certain classes of service, the Company will assist in the selection of the rate most favorable for the Customer's requirements, but the Customer shall be responsible for the rate selection in any case.

## Substitution of Rate.

The Customer may elect to transfer to another rate with like service selections at any time after any period of 12 months or more of continuous service under a rate. Each transfer shall be effective as provided for in the Tariff.

#### Assignment.

The benefits and obligations of the contract for service shall inure to and be binding upon the successors and assigns of the original parties thereto, respectively, for the full term thereof; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent and provided, further, that the successor shall execute and deliver to the Company an agreement assuming and agreeing to be bound by the original contract.

(Continued On Sheet No. 34)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 35
(Canceling 1<sup>st</sup> Revised Sheet No. 35, Effective April 11, 1996)

## **Terms and Conditions**

(Continued From Sheet No. 34)

### **CONDITIONS OF SERVICE:**

## Equipment Furnished and Maintained by Customer.

All gas utilization equipment, piping, and vents furnished by the Customer shall be suitable for the purposes hereof and shall be installed and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company assumes no responsibility in connection with the installation, maintenance or operation of the Customer's equipment and reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

## \* Company's Property and Protection Thereof.

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage. If a meter installation requires physical protection to prevent damage from a hazardous condition, such protection shall be provided at the Customer's expense. When, in the Company's judgement, relocation of its facilities becomes necessary because of Customer's construction or change in operations; or when relocations or revisions of the Company's facilities are requested for the convenience of the Customer, the Company, at the Customer's expense, will make such revisions, to the extent and to such locations deemed to be feasible by the Company.

The Company will charge a Customer \$360 for any damage to the Company's non-steel service pipes, sized 1 1/8 inch or less. Charges for damages to the Company's mains, steel service pipes and service pipe larger than 1 1/8 inch in size will be determined based on the time and material necessary to make the repairs.

### Landlord's Consent.

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Customer.

#### Access to Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, or removing the Company's meters or other property.

(Continued On Sheet No. 36)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

III.C.C. No. 16 - Gas
4th Revised Sheet No. 36
(Canceling 3rd Revised Sheet
No. 36, Effective June 30, 2000)

## **Terms and Conditions**

(Continued From Sheet No. 35)

### Interfering Equipment.

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 – Confidential Contracts.

### Use of Gas for Testing.

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written appróval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCQ.

## Charges for Altering or Tampering With Company Facilities.

When the Company discovers that Company facilities have been altered or tampered with, either causing damage thereto or resulting in receipt of quantities of gas in excess of measured quantities, the Company will bill the Customer for the following:

- (1) The charges for the estimated amount of gas received by the Customer not otherwise measured and billed.
- (2) Material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

## \* Natural Gas Used as a Motor Vehicle Fuel.

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

### Escaping Gas.

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

(Continued On Sheet No. 37)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 39
(Cancelling 3rd Revised Sheet No. 39, Effective February 22, 2001)

### **Terms and Conditions**

(Continued From Sheet No. 38)

#### \* Payment by Invalid Check.

A charge of \$16.00 will be assessed on a Customer who pays by a check or any other negotiable instrument which is not honored and returned to the Company for the following reasons: (a) Not Sufficient Funds; (b) account closed; or (c) any other reason except error of the financial institution or Company.

## \* Monthly and Bimonthly Bills.

For the purposes of this Schedule the terms "month" or "monthly" shall mean the period between any two consecutive regular meter readings taken as nearly as practicable at 30-day intervals; and "bimonthly" shall mean the period between any two consecutive regular meter readings taken as nearly as practicable at 60-day intervals.

The Company may prepare any bill for service under Rate 1 or Rate 4 on a bimonthly basis, or under such rates, may read meters bimonthly but render bills on a monthly basis, using estimated readings for bills falling between bimonthly readings. All other Customers shall be billed on a monthly basis.

Where charges in the rate are stated for, or based upon, a specified number of therms supplied in the month, such number of therms shall be doubled when computing bimonthly bills. Monthly minimum charges and monthly determination of gross charges shall be doubled when computing bimonthly bills.

## **Budget Payment Plan**

The Budget Payment Plan is available to any Customer being served under Rate 1 or Rate 4 with the exception of Customers whose service is disconnected for non-payment, and Customers whose average monthly bill is greater than \$4,000. At the request of any such Customer, the Company shall estimate the aggregate amount of the Customer's bills for gas service during a twelve month budget period to determine a monthly installment amount. The Company shall advise the customer of the amount of the monthly installment to be paid by the Customer during the budget period. Upon advice from the Company as to the monthly installment, the plan shall be put into effect with respect to said Customer, and the Customer shall be entitled to receive gas service under the plan so long as Customer (1) pays each monthly installment on or before the due date of such installment, and (2) pays, on or before the due date for the last installment of the budget period, the amount of the excess of the actual charges for gas service taken by the Customer during the preceding budget period over the sum of the installments theretofore paid by the Customer, if the excess is above a threshold amount determined by the Company. If the excess is less than the threshold amount, the excess will be carried over into the next budget period. The threshold amount initially established is \$77.

(Continued On Sheet No. 39.5)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 39.5 (Canceling 1st Revised Sheet No. 39.5, Effective November 2, 2001)

## **Terms and Conditions**

(Continued From Sheet No. 39)

If a Customer does not make payment by the installment due date, unless the Customer has a credit balance, the installment will be considered past due. A Customer shall be removed from the program when two installments are past due. A Customer can be reinstated on the budget plan after all past due installments are paid. One reinstatement is permitted during the twelve month budget plan period.

During the twelve month budget period, when there is a budget plan balance which reflects payments greater than actual bills, the Company will apply a credit to the variance. Such credit shall be based on the average daily credit balance, at an annual rate equal to that earned on 13-week Treasury Bills as reported by The Wall Street Journal, "Money Rates" table. Such rate shall be determined for each calendar quarter by averaging the daily reported 13-week Treasury Bill rate for the period beginning on the first working day of the previous quarter and ending five working days before the end of that quarter. Such average rate shall become effective as of the first day of each calendar quarter (i.e., January 1, April 1, July 1 and October 1). In the event such rate and/or publication becomes unavailable, a comparable rate and/or publication shall be substituted. Upon request from the Customer, part or all of any credit balance will be refunded to the Customer.

If the Customer incurs a debit balance during the budget plan period, a fee equal to the annual credit rate will be charged based on the Customer's monthly account balance shortfall.

\* The furnishing by the Company of any estimate shall not be construed by the Customer as a guarantee or assurance that total actual charges will not exceed the estimates. Whenever, in the Company's judgment, it is deemed advisable to revise the estimate of the aggregate amount of any Customer's bills for the budget period, the Company shall prepare such revised estimate and advise the Customer of the amount thereof. The Company will review the budget payment amount from time to time and may revise the payment amount if it varies by \$6.00 or more from the budget payment amount in effect at the time of the review. Thereafter, the revised estimate shall be used by the Company as the basis for budget payments by the Customer until such time as it may be deemed advisable to revise the estimate.

Said estimates, or any revision thereof, shall apply only to the premises then occupied by the Customer, and if the Customer vacates such premises, the plan with respect to said Customer shall immediately terminate and any amounts payable by or due to the Customer on account of service rendered during the period covered by the plan shall be billed or paid to the Customer.

(Continued On Sheet No. 40)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 41

(Canceling 1st Revised Sheet No. 41, Effective April 11, 1996)

## **Terms and Conditions**

(Continued From Sheet No. 40)

#### (c) General.

Facilities will not be provided hereunder for any uneconomic extension, temporary business or business of doubtful permanency. For the purposes hereof, the term "uneconomic" shall mean any case where expected revenues make it doubtful that a reasonable return would be derived from the required investment. In such cases, the Customer or Subdivider may provide an additional deposit, over and above that provided for above, to make the required extension economic, as determined by the Company; provided, however, that this section shall not operate to deprive any Customer of his right to 100 feet of low pressure main, or 200 feet of high pressure main, as the case may be.

The above provisions are effective in lieu of those contained in Section 500.310, sub-paragraph (c)(1)(B), and Section 500.320 sub-paragraph (b)(1)(B), of the Illinois Commerce Commission's 83 Illinois Administrative Code.

## \* Gas Service Pipe.

The Company will furnish, install, own and maintain a gas service pipe from its main, located adjacent to the Customer's premises to the nearest mutually agreeable point of gas delivery adjacent to the Customer's building or, in the case of indoor meters, immediately within the Customer's building. The service pipe installation shall be subject to the following provisions:

(a) For residential and small non-residential Customers (Meter Class A.), for firm gas service, the Company will install, at its expense, the service pipe between the Company's main and the Customer's property line, and up to 60 feet of service pipe located on the Customer's premises. Any additional service pipe required on the Customer's premises will be installed by the Company at the Company's estimated average installed cost per foot or time and material (T&M) required, as shown below:

	Charges Per Foot			
Pipe Size	First 60 Feet	Next 90 Feet	Next 200 Feet	All Over 350 Feet
1/2 inch PE	No Charge	\$ 3.30	\$ 2.65	T&M
1 inch PE	No Charge	\$ 6.80	\$ 4.50	Т&М
3/4 inch Steel	No Charge	\$11.30	T&M	T&M
1-1/4 inch Steel	No Charge	\$13.10	T&M	T&M
2 inch PE	No Charge	\$15.45	T&M	T&M

(Continued On Sheet No. 42)

Filed with the Illinois Commerce Commission on November 4, 2004 Items in which there are changes are preceded by an asterisk (\*)

III.C.C. No. 16 - Gas 2nd Revised Sheet No. 44 (Canceling 1<sup>st</sup> Revised Sheet No. 44, Effective April 11, 1996)

## **Terms and Conditions**

(Continued From Sheet No. 43)

## LIMITATIONS OF SERVICE:

#### Resale Prohibited.

The Company will not furnish gas for resale, except for gas used for conversion to compressed natural gas (CNG). The term resale shall mean the furnishing of gas by a Customer to a third party where the gas so furnished is separately charged for or metered.

### \* Redistribution of Gas.

The Customer may furnish gas for the use of third parties in a single building only, or a separate section of a building, which is unified physically and in operation, under circumstances which do not constitute resale.

## High Pressure Gas Service.

Gas is normally supplied by the Company from a main or service regulator normally operating at low pressure equivalent to six inches of water pressure. Two pounds per square inch gauge pressure (2 psig), is available up to 1,000 cfh, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at four inches of mercury gauge pressure.

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 10 therms per hour or whose installed equipment requires such higher pressure, upon agreement by the Company and the Customer. Such higher delivery pressure shall be supplied within the range of accuracy provided by a specified service regulator.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of six inches of water pressure shall be corrected to a basis of four ounces (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch, or 14.65 pounds per square inch absolute pressure; the Company reserves the right to correct gas deliveries to a temperature standard of 60 degrees Fahrenheit and to apply deviation factors for supercompressibility.

## Continuous Service.

The Company will endeavor to furnish a regular supply of gas to the Customer, unless otherwise specified in the rate. The liability of the Company for damages arising out of service interruptions occurring in the course of furnishing service, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the fixed charges that would otherwise be billed to the Customer for the period of service during which such service interruption occurs. No other liability shall in any case attach to the Company.

(Continued On Sheet No. 45)